



STATE OF UTAH CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah: Department: TRANSPORTATION Agency Code: 810 Division: State Aeronautics Division, referred to as (STATE), and the following CONTRACTOR:

Stevens Aviation, Inc.

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Name

Jefferson county Airport, 11905 Corporate Way

Address

Broomfield

CO

80021

City

State

Zip

Contact Person Mark Niehaus Phone #303-301-2129 Email mniehaus@stevensavation.com
 Federal Tax ID# 570885551 Vendor #39845E Commodity Code #92908000000

2. GENERAL PURPOSE OF CONTRACT:

Requirements Contract to provide inspections, repairs, parts and services STATE owned King Air B200, King Air C90B and Baron 58P aircraft.

3. PROCUREMENT:

This contract is entered into as a result of the procurement process on RX# 810 56000000043, FY2005, Bid#DR5053-1.

4. CONTRACT PERIOD:

Effective date: 1 December 2004 Termination date: 30 November 2007, with two (2) one-year renewal options.

5. CONTRACT COSTS:

\$REQUIREMENTS CONTRACT

6. ATTACHMENT A:

Division of Purchasing's Standard Terms and Conditions

ATTACHMENT B: Scope of Work

ATTACHMENT C: Pricing

ATTACHMENT D: Special Terms and Conditions

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
- Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #DR5053-1 dated 15 November 2004.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE

Mark Niehaus 12-22-04
 Contractor's signature Date

David Miles DEC 20 2004
 David Miles: Agency's signature Date

MARK NIEHAUS GEN MGR.
 Type or Print Name and Title

D. H. Hino JAN 05 2005
 Director, Division of Purchasing Date

**CONTRACT RECEIVED AND
 PROCESSED BY
 DIVISION OF FINANCE** JAN 11 2005
 Director, Division of Finance

<u>Paul Rottmann</u>	<u>801-965-4078</u>	<u>801-965-4073</u>	<u>prottmann@utah.gov</u>
Agency Contact Person	Telephone Number	Fax Number	Email

(Revision 09/30/2003)

ENT'D FEB 22 2005
 JUL 23 2005

DR

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment. All access will be coordinated through the office of the Vice President – Finance.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract. The State of Utah will coordinate this exemption with the State of Colorado via an executed Form DR0172.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract. Steven's standard workmanship warranty
16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** All transportation and handling charges incurred by Stevens on behalf of work performed on State of Utah aircraft will be passed on to the State of Utah as a separate line item on the invoice(s) presented. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

24. PROCUREMENT ETHICS: The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).

25. CONFLICT OF TERMS: Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

ATTACHMENT B: SCOPE OF WORK
King Air B200, C90B and Baron 58P
Inspections, Repairs and Services

PART I: Inspection, Repair and Service Requirements

1. Aircraft Equipment: The Contractor shall perform inspections, repairs and services on the following equipment.
 - 1.1 King Air B200, S/N BB1722
 - 1.2 King Air C90B, S/N LJ1532
 - 1.3 Baron 58P, S/N TJ372
2. Repair Facilities, Tools, Equipment and Replacement Parts: The Contractor shall provide the necessary facilities, tools, equipment and replacement parts required to perform the work of this contract. The Contractor may sub-contract work to meet urgent or emergency requirements when Contractor facilities are not available.
3. Off-Site Repairs: The Contractor shall provide technician(s) to perform covered services when it is not feasible to take aircraft to the Contractor's repair facility.
4. Certification:
 - 4.1 The Contractor, and any subcontractors, shall have a FAA Certified Repair Station license for all work performed. The Contractor and subcontractors must remain in full compliance with current FAA and Manufacturers' requirements.
 - 4.2 The Contractor shall be a Raytheon/Beechcraft authorized service center.
 - 4.3 Contractor shall provide certified sales, installation and warranty service for all avionics equipment provided by the Contractor.
 - 4.4 Contractor shall maintain a service affiliation with Pratt & Whitney.
 - 4.5 Contractor shall be a Raisbeck Engineering Distributor for Beechcraft Parts.
5. Documentation:
 - 5.1 Contractor shall provide and maintain accurate logbook entries detailing all work performed.
 - 5.2 A Contractor's authorized representative shall sign-off on all return-to-service logbook entries and airworthiness items pertaining to work performed.
6. Work Authorization:

All work must be pre-authorized by the State's Aircraft Maintenance Supervisor, Aeronautics Division, Utah Department of Transportation. Currently this is Kriss Richards 801-715-2271.

ATTACHMENT C: PRICING

1. Labor Rates: The Contractor shall provide labor rates for each of the following areas.

1.1 Normal Hourly Rates:

Discipline	Year 1	Year 2	Year 3	Year 4- option	Year 5, option
Airframe Work	\$80.00	\$82.00	\$84.50	\$87.00	\$90.00
Engine	\$80.00	\$82.00	\$84.50	\$87.00	\$90.00
Painting	N/A	N/A	N/A	N/A	N/A
Interior Refurbishing	\$70.00	\$72.00	\$74.50	\$77.00	\$79.00
Avionics	\$80.00	\$82.00	\$84.50	\$87.00	\$90.00

1.2 Overtime Hourly Rates:

Discipline	Year 1	Year 2	Year 3	Year 4- option	Year 5, option
Airframe Work	\$120.00	\$123.00	\$126.75	\$130.50	\$135.00
Engine	\$120.00	\$123.00	\$126.75	\$130.50	\$135.00
Painting	N/A	N/A	N/A	N/A	N/A
Interior Refurbishing	\$105.00	\$108.00	\$111.50	\$115.25	\$118.50
Avionics	\$120.00	\$123.00	\$126.75	\$130.50	\$135.00

1.3 Holiday Hourly Rates:

Discipline	Year 1	Year 2	Year 3	Year 4- option	Year 5, option
Airframe Work	\$200.00	\$205.00	\$211.25	\$217.50	\$225.00
Engine	\$200.00	\$205.00	\$211.25	\$217.50	\$225.00
Painting	N/A	N/A	N/A	N/A	N/A
Interior Refurbishing	\$175.00	\$180.00	\$185.75	\$192.00	\$197.50
Avionics	\$200.00	\$205.00	\$211.25	\$217.50	\$225.00

2. Off-Site Repairs:

- 2.1 The State will be billed for the actual travel expenses (transportation, meals, lodging, etc.). Minimum Labor charge(s) will be for an eight (8) hour day per employee.
- 2.2 If the actual travel time occurs during normal business hours (08:00 – 17:00, Monday – Friday, travel time will be billed at \$50.00 per hour.
- 2.3 Travel that occurs outside of normal business hours will be billed at the contract rate.
- 2.4 In situations where the eight (8) hour minimum include both travel and non-travel time, Contractor will bill the actual hours at the applicable travel rate and all other hours at the contract rate.

- 3 Spare Parts: Contractor shall provide the following discounts for the specified aircraft manufactures parts codes.

<u>Parts Code</u>	<u>Discount</u>
A-M	<u>5</u> %
N	No Longer Part of Raytheon's Discount Table
Q	<u>5</u> %
Z	<u>5</u> %

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

QUANTITY OR AMOUNT ESTIMATES STATE does not guarantee to purchase any amount under this contract. Estimated amounts are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

PRICING The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for one (1) year.

ANY CHANGE REQUEST ON PRICES MUST GUARANTEE THE PRICE FOR ONE YEAR, AND MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY SUCH REQUEST MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON ANY PRICING IN THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.

WAGES The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.

PURCHASE ORDERS Prior to award of a Purchase Order(s) for each specific project; a detailed scope of work including location, time schedule, special conditions, disposition of cores, performance requirements, and deliverables shall be identified in writing by UDOT.

INVOICING

THE CONTRACT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE.

The State reserves the right to adjust incorrect invoices.

The Contractor shall submit invoices to:

Utah Department of Transportation
Aeronautics Division
135 North 2400 West
Salt Lake City, Utah 84116

The State will remit payment by mail.

NON-ASSIGNMENT

The Contractor shall not sublet, assign or transfer any part of the contract without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

INSURANCE

Prior to commencing work the Contractor shall provide the State with proof of insurance. The insurance policy shall provide coverage to the Contractor for bodily injury and property damage arising from the Contractor's negligent execution of the instructions, duties, obligations and projects assigned to it by the State. Liability and Property Damage Insurance Policy shall be \$2,000,000 aggregate minimum. The Contractor shall provide a Certificate of Insurance for each time period of this contract.

The Contractor shall provide adequate Fire and Comprehensive Insurance to cover the value of and the loss of use of State of Utah aircraft and equipment.

COMPLETE CONTRACT

This contract is intended by the parties as a final expression of their agreement, and supersedes all prior communications, representations and agreement, oral and written, between the parties with respect to the subject

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

matter contained herein. The parties also intend this contract to be a complete and exclusive statement of the terms of their agreement. This contract may not be modified or terminated orally, and no claimed modification, rescission or waiver shall be binding on the STATE unless in writing, signed by a duly authorized representative of the STATE.

FORCE MAJEURE

Neither party shall be liable for failure to perform any of its obligations under this Agreement during any period in which such party cannot perform due to matters beyond their control, including, but not limited to, strike, fire, flood, or other natural disaster, war, embargo, or riot provided that the party so delayed immediately notifies the other party of such delay. If <SELLER>'s performance is delayed for these reasons for a cumulative period of twenty (20) days or more, <BUYER> may terminate this Agreement and/or any Purchase Order(s) hereunder by giving <SELLER> written notice, which termination shall become effective upon receipt of such notice. If <BUYER> terminates, its sole liability under this Agreement or any Purchase Orders issued hereunder will be to pay any balance due for conforming goods and/or services (1) delivered by <SELLER> before receipt of <BUYER>'s termination notice; and (2) ordered by <BUYER> for delivery and actually delivered within fifteen (15) days after receipt of <BUYER>'s termination notice.

CONTRACTOR NOT AN AGENT

CONTRACTOR, including its agents and employees, is an independent CONTRACTOR and not an agent or employee of the STATE. CONTRACTOR is NOT authorized to represent and STATE expressly disclaims any liability resulting from such misrepresentation.

ACCEPTANCE OF GOODS NOT A WAIVER

The acceptance of goods described in this contract shall not constitute a waiver of any right of action that the STATE may have for breach of warranty or any other cause.

EMPLOYEE AUTHORITY

Individuals performing services for the Contractor shall have authority to coordinate the work of this contract with the State Representative(s). The State does not accept any responsibility for coordination and/or communication between the Contractor and the Contractor=s employees.

QUALITY OF SERVICES

CONTRACTOR represents to STATE that it is experienced in and thoroughly familiar with all aspects of the services required hereunder and is properly qualified as applicable and is equipped, organized, and financially able to perform the services.

ASSIGNMENT OF CONTRACT. The CONTRACTOR shall not sublet, assign or transfer any part of this contract without prior written approval from STATE. Neither shall the provision of monies due under this contract be assignable without prior written approval of STATE.

TERMINATION. The occurrence of any of the following constitutes a breach by CONTRACTOR unless corrected by CONTRACTOR within two (2) weeks.

- \$ CONTRACTOR failure to perform services and/or deliver product on time.
- \$ Services performed and/or product delivered by CONTRACTOR do not conform with the terms set forth in this Contract.
- \$ CONTRACTOR fails to perform any material provision of this Contract.

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

- § CONTRACTOR assigns this Contract, or any obligation or rights hereunder. (The term "assign" to include, without limitation, a transfer of majority.)
- § CONTRACTOR sells or merges with a third-party (not a parent or subsidiary company) without the prior written consent of STATE.
- § CONTRACTOR becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of CONTRACTOR's assets.

CONTRACTOR shall cure any of the above breaches and notify STATE of such cure within two (2) weeks from receipt of a notice to cure from STATE. If CONTRACTOR fails to cure, STATE may terminate this Contract by giving CONTRACTOR written notice. STATE shall have no liability to CONTRACTOR thereafter except for payment of any balance due for conforming services performed prior to the date of STATE's notice to cure. STATE may, at its option and without regard to CONTRACTOR's ability to cure, terminate this Contract for cause in the event of any second or subsequent instances of the above breaches by CONTRACTOR.

On termination, the work products produced by the CONTRACTOR in any stage of completion shall be turned over to the STATE immediately. An appraisal of the value of work performed to the date of termination shall be made to establish the amount due to or from the Contractor. Also, all accounts and payments will be processed in accordance with financial arrangements set forth herein for work performed and/or material or services furnished up until the date of termination.